



## 2022 DEED RESTRICTIONS (Homebuyer Equity Leverage Partnership Program)

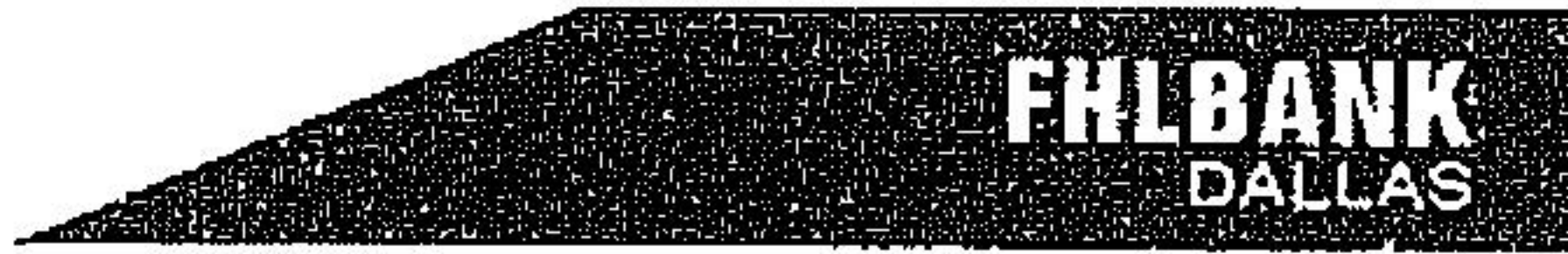
Member FHFA ID Number 15014

THE STATE OF Texas {insert STATE}

COUNTY/PARISH OF Bexar {insert COUNTY/PARISH}

The undersigned, Abigail E. Paez & Alberto Paez Jr., ("Owner"), is the owner of certain real property and improvements located at 4204 Southton Mere {insert PROPERTY ADDRESS}, in San Antonio {insert CITY} Bexar {insert NAME OF COUNTY OR PARISH}, Texas {insert STATE}, and more particularly described on Exhibit A attached hereto and incorporated herein for all purposes (the "Property"). For value received, the adequacy and sufficiency of which are hereby acknowledged, Owner does hereby impress the Property with the following deed restrictions:

- 1) For purposes of these restrictions, the following terms have the meaning indicated:
  - "Bank" means the Federal Home Loan Bank of Dallas
  - "Direct Subsidy" means the amount funded by the Bank for the benefit of Owner, for the purpose of assisting Owner in the purchase, construction, or purchase in conjunction with rehabilitation of the Property, which Direct Subsidy shall not exceed \$ 11000.00 {insert AMOUNT OF DIRECT SUBSIDY}.
  - "HELP" means the Homebuyer Equity Leverage Partnership Program of the Bank.
  - "Low- or Moderate-Income Household" means a household that has an income of 80% or less of the median income for the area, with the income limit adjusted for household size in accordance with the methodology of the applicable median income standard selected from those enumerated in the definition of "median income for the area," as defined at 12 CFR 1291.1, unless such median income standard has no household size adjustment methodology.
  - "Retention Period" means a period of five (5) years beginning on 03/25/2022 {Insert the Disbursement Date from the final Closing Disclosure.}
- 2) The Bank's Community Investment Department is to be given notice of any sale, transfer, assignment of title or deed, or refinancing of the Property by the household occurring prior to the end of the Retention Period.
- 3) In the event of a sale, transfer, or assignment of title or deed during the retention period, the selling Owner shall repay to the Bank an amount equal to the lesser of: (i) a pro rata share of the direct subsidy, reduced by 1/60 for every month the seller owned the Property, or (ii), any net proceeds realized upon the sale, transfer, or assignment of title or deed of the Property, minus the HELP-assisted household's investment, unless the purchaser, transferee, or assignee is a low- or moderate-income household, or the amount subject to repayment is \$2,500 or less.
- 4) In the event of a refinancing during the retention period, the household shall repay to the Bank an amount equal to the lesser of: (i) a pro rata share of the direct subsidy, reduced by 1/60 for every month the occupying household has owned the Property, or (ii) any net proceeds realized upon the refinancing minus the HELP-assisted household's investment, unless the Property continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism described in this paragraph; or the amount subject to repayment is \$2,500 or less.
- 5) This instrument and these deed restrictions are subordinate to any valid outstanding lien against the Property currently of record. Foreclosure of such prior recorded lien, deed-in-lieu of foreclosure of such prior recorded lien, assignment of such prior recorded lien of a Federal Housing Administration first mortgage to the Secretary of Housing and Urban Development, or death of the HELP-assisted homeowner shall extinguish this instrument and these deed restrictions; however, the Bank's Community Investment Department is to be given notice of any foreclosure of the Property that occurs during the Retention Period.



6) Owner understands and agrees that this instrument shall be governed by the laws of the State of Texas {Insert STATE} and that venue for any action to enforce the provisions of this instrument shall be in

Bexar {Insert NAME OF COUNTY/PARISH}.

EXECUTED this 25 day of March, 2022.

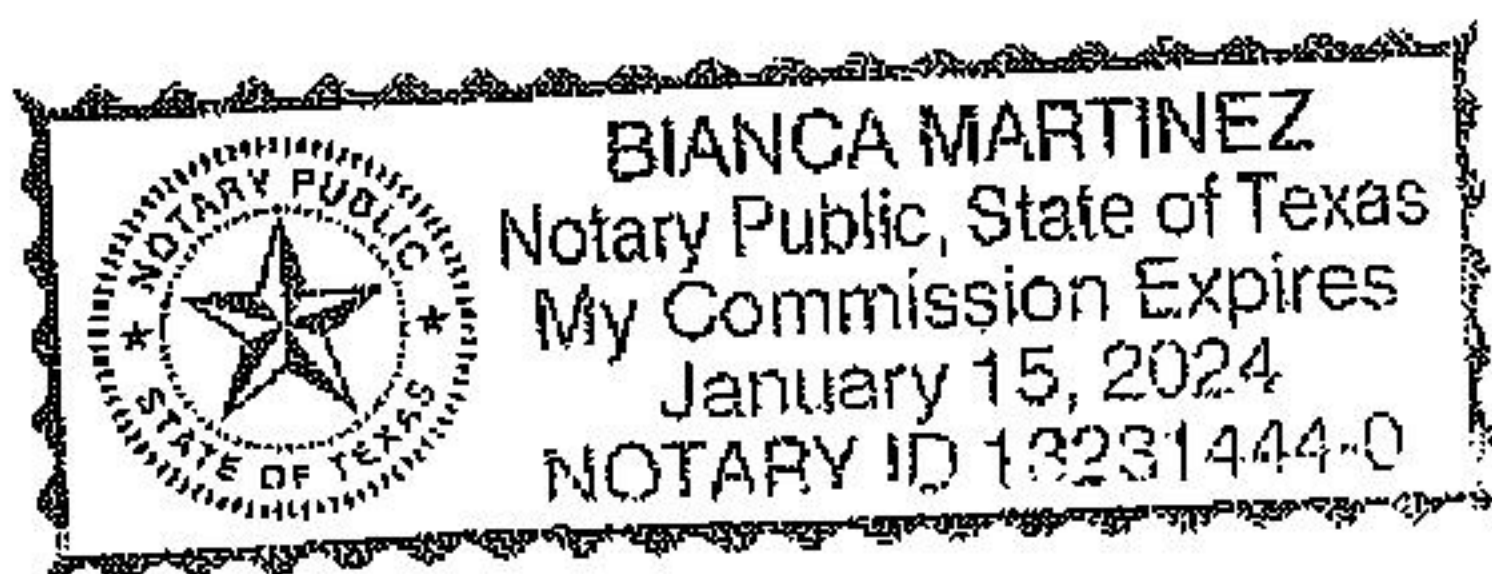
By: [Signature]

Printed Name: Abigail E. Paez & Alberto Paez Jr.  
Title: Owner

THE STATE OF Texas {Insert STATE}  
COUNTY/PARISH OF Bexar {Insert NAME OF COUNTY/PARISH}

This instrument was acknowledged before me on the 25 day of March, 2022, by Abigail E. Paez & Alberto Paez Jr. (Owner).

Notary Public, State of TX {Insert STATE}



My commission expires: Jan 15, 24  
Bianca Martinez  
(Printed Name)

EXHIBIT A

Subject Property Legal Description

Lot 12, Block 37, CB 4007, Southton Meadows Subdivision Unit 2, a subdivision in Bexar County, Texas, according to the map or plat thereof recorded in Volume 20002, Page 581, of the Plat Records of Bexar County, Texas.

**File Information**

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY  
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

**Document Number:** 20220084491  
**Recorded Date:** April 04, 2022  
**Recorded Time:** 2:29 PM  
**Total Pages:** 3  
**Total Fees:** \$30.00

**\*\* THIS PAGE IS PART OF THE DOCUMENT \*\***

**\*\* Do Not Remove \*\***

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 4/4/2022 2:29 PM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk